



Regional Planning Commission  
Kingston Springs, Tennessee

**August 11, 2022**  
**Meeting Packet**





**Kingston Springs Regional Planning Commission  
Meeting Agenda  
August 11, 2022**

*Submittal Deadline Date: July 15, 2022*

The meeting was called to order by \_\_\_\_\_ at \_\_\_\_\_ pm.

**1. Roll Call of Voting Members:**

- Keith Allgood \_\_\_\_\_
- Tony Campbell \_\_\_\_\_
- Tony Gross \_\_\_\_\_
- Mike Hargis \_\_\_\_\_
- Lauren Hill \_\_\_\_\_
- Brian McCain \_\_\_\_\_
- Mike Patenaude \_\_\_\_\_
- Chuck Sleighter \_\_\_\_\_
- Todd Verhoven \_\_\_\_\_

**2. Non-Voting Staff:**

- Sharon Armstrong \_\_\_\_\_
- John Lawless \_\_\_\_\_
- Martha Brooke Perry \_\_\_\_\_

**3. Declaration of Quorum by Chairperson.**

**4. Motion to approve July 14, 2022, Planning Commission meeting minutes.**

**5. Motion to approve August 11, 2022, Planning Commission meeting agenda.**

6. Community Input

7. Old Business

- A. The Golf Club of TN - Rezone of portions for shared use with The Golf Club of DBI LLC of property to TMU-PUD to accommodate Commercial Use.
- B. Ellersly PUD Subdivision - Energy Fit Solutions, INC - Recommendation of the PUD Agreement by the Kingston Springs Regional Planning Commission to the Kingston Springs City Commission.

8. New Business

- A. Hedgepath Subdivision - Final Plat, E. Kingston Springs Rd. Map 092, Parcel 102, located adjacent to Brian D. Petty (313 E. Kingston Springs Rd.) and Brian J. Knobles, 297 E. Kingston Springs Rd. The Parcel is Zoned R-1 Low Density Residential District, not located in a regulated flood zone, and contains areas of 25% Slope, is deemed a critical lot by the Kingston Springs Regional Planning Commission and requires a minimum of two (2) acres.

9. Other (For Discussion Only).

- A. None

10. Motion to Adjourn.

The meeting was adjourned by \_\_\_\_\_ at \_\_\_\_\_ pm

\_\_\_\_\_  
Mike Patenaude  
Planning Commission Chair

\_\_\_\_\_  
Jamie Dupré  
City Recorder



**Kingston Springs Regional Planning Commission  
Meeting Minutes  
July 14, 2022**

The meeting was called to order by \_\_\_\_\_ at \_\_\_\_\_ pm.

**1. Roll Call of Voting Members:**

Keith Allgood	Absent
Tony Campbell	Present
Tony Gross	Absent
Mike Hargis	Present
Lauren Hill	Present
Brian McCain	Absent
Mike Patenaude	Present
Chuck Sleighter	Present
Todd Verhoven	Present

**2. Non-Voting Staff:**

Sharon Armstrong	Present
John Lawless	Present
Martha Brooke Perry	Present

**3. Declaration of Quorum by Chairperson.**

Quorum declared by Chair Patenaude.

**4. Motion to approve June 9, 2022 Planning Commission meeting minutes.**

Motion to approve June 9, 2022 Planning Commission meeting minutes made by Tony Campbell, seconded by Chuck Sleighter, and passed unanimously.

**5. Motion to approve July 14, 2022 Planning Commission meeting agenda.**

City Planner Armstrong stated the applicant planning to discuss the Sweetgrass Development in the Other section of the agenda was unable to attend and would like to defer the conversation to a future meeting. Motion to approve July 14, 2022 Planning Commission

meeting agenda as amended made by Chuck Sleighter, seconded by Tony Campbell, and passed unanimously.

6. **Community Input**

None.

7. **Old Business**

A. **Recommendation of the Kingston Springs Regional Planning Commission to the Kingston Springs Board of Commissioners - revisions to Ordinance 21-011 Public Advertising.**

City Manager Lawless explained that Ordinance 21-001 relates to public notice in our Zoning Ordinance and it was updated last year. As staff has worked through the zoning process with these updates they've found that some of Ordinance changes are resulting in an extended delay for the applicants, and others are not practical for the business being conducted – specifically the items related to the Board of Zoning Appeals. Lawless requested the Planning Commission consider lowering the newspaper publication notice requirement in Item 1 of Section 8.070 C from 15 days to 7 days, to remove the signage notice requirement related to the Board of Zoning Appeals in Item 2 of Section 8.070 C, and to remove the requirement in Item 3 of Section 8.070 C of certified letters being sent to all property owners adjacent and opposite to applicants appearing before the Board of Zoning Appeals.

After discussion and comments by the Commission a motion to recommend to the Kingston Springs Board of Commissioners revisions to Ordinance 21-011 of lowering the newspaper publication notice requirement in Item 1 of Section 8.070 C from 15 days to 7 days, and removal of the signage notice requirement related to the Board of Zoning Appeals in Item 2 of Section 8.070 C was made by Lauren Hill, seconded by Chuck Sleighter, and passed unanimously.

8. **New Business**

A. **Amended Site Plan - Kingston Springs Elementary School – 166 West Kingston Springs Road. Map 96 Parcel 28.29.**

Randy Harper, engineer representing the Cheatham County Board of Education on this project explains the requested changes to the site plan related to a new concession stand being built near the soccer field at Kingston Springs Elementary School. City Planner Armstrong stated the plan as submitted meets the requirements of the town. Motion to approve the amended site plan made by Mike Hargis, second by Tony Campbell, and passed unanimously.

**B. Amended Site Plan – Harpeth Middle School – 170 Harpeth View Trail. Map 96 Parcel 21.01.**

Randy Harper, engineer representing the Cheatham County Board of Education on this project explains the requested changes to the site plan related to a new concession stand being built at the football field at Harpeth Middle School. City Planner Armstrong stated the plan as submitted meets the requirements of the town. Motion to approve the amended site plan made by Tony Campbell, second by Chuck Sleighter, and passed unanimously.

**9. Other (For Discussion Only).**

**A. Concept Review - Sweetgrass Development; Dave and Mary Kay Walton; Mixed Use Development.**

Applicant unable to attend the meeting and has requested to defer the conversation to a future date.

**B. Comprehensive Plan Discussion**

City Planner Armstrong addresses the need for the Planning Commission to begin the process of developing a comprehensive plan for the Town of Kingston Springs.

**C. THDA Grant Update**

City Planner Armstrong and City Manager Lawless discuss conversations recently had with the Tennessee Housing Development Agency on potential grants and partnerships that may benefit residents of the Town as well as the surrounding areas of Cheatham County.

**10. Motion to Adjourn.**

**The meeting was adjourned by \_\_\_\_\_ at \_\_\_\_\_ pm**

\_\_\_\_\_  
**Mike Patenaude**  
**Planning Commission Chair**

\_\_\_\_\_  
**Jamie Dupré**  
**City Recorder**





**PLANNED UNIT DEVELOPMENT AGREEMENT  
TOWN OF KINGSTON SPRINGS, TN  
ENERGY FIT SOLUTIONS, INC**

THIS DEVELOPMENT AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between THE TOWN OF KINGSTON SPRINGS OF CHEATHAM COUNTY, TENNESSEE, A MUNICIPAL CORPORATION under the laws of the State of Tennessee, with its office and principal place of business in Cheatham County, Tennessee (hereinafter called the "TOWN"), and RONALD B. MERVILLE, JR. AND WIFE, LADONNA M. MERVILLE, the Developer in that certain Planned Unit Development Agreement executed by them and the Town, dated March 8, 2007, for Ellersly Subdivision (the Mervilles being hereinafter collectively referred to as "Assignor"), and ENERGY FIT SOLUTIONS, INC., a corporation under the laws of the State of Tennessee, (hereinafter called the "DEVELOPER").

WITNESSETH:

WHEREAS, the TOWN previously entered into a Planned Urban Development Agreement with Assignor, dated March 8, 2007, pertaining to the development of that certain Phase I of Ellersly Subdivision (hereinafter "Ellersly"), and the original plat for Ellersly, a Planned Unit Development consisting of 35 Lots, being Phase I of a multi-phase development, received preliminary and final platting approval of the Kingston Springs Municipal Regional Planning Commission (hereinafter called the Planning Commission) on the 8th day of March, 2007, pursuant to Tennessee Code Annotated § 13-4-301, et seq. and § 13-3-401, et seq., and the Subdivision Regulations of Kingston Springs, Tennessee, (the Subdivision Regulations) and other applicable ordinances of the TOWN. Such plat was recorded at Plat Book 13, page 256, Register's Office of Cheatham County, Tennessee and was re-recorded at Plat Book 13, page 308, said Register's Office; and

WHEREAS, on January 22, 2007, Assignor filed a Charter of the Ellersly Homeowners Association, Inc. with the Tennessee Secretary of State (hereinafter, "the Association"), and such Charter was recorded at Record Book 234, page 139, said Register's Office; and

WHEREAS, on June 5, 2007, at Record Book 250, page 1, said Register's Office, the Assignor filed a Declaration of Covenants, Conditions and Restrictions for Ellersly a Planned Unit Development Together with Appended By-Laws For Ellersly Homeowners Association, Inc. (hereinafter "the Restrictions"), and such document (and its addendums) was approved by the TOWN prior to recording; and

WHEREAS, the Assignor subsequently sold, transferred, and conveyed certain lots of the Ellersly subdivision to third parties; and

WHEREAS, the Assignor did not fully complete the terms of the original Development Agreement, and the said original Development Agreement executed between the TOWN and the

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Assignor, dated March 8, 2007, has expired. Further, certain of the applicable regulations and ordinances of the TOWN relative to property development have since been amended and are now in effect with respect to the further development of the subject property; and

WHEREAS, the DEVELOPER is now the owner of certain portions of Ellersly pursuant to a conveyance and assignment of all rights and responsibilities by Assignor to DEVELOPER, and DEVELOPER has authority to engage in such development, and DEVELOPER herein may be referred to as "he, she, his, her or it." A copy of the deed from Assignor to DEVELOPER is of record at Record Book 574, page 541, said Register's Office, and a copy of the assignment of rights and responsibilities of development (hereinafter "Assignment and Assumption Agreement") is attached hereto as Exhibit D; and

WHEREAS, at the time of execution of this Agreement, the Assignor owns one (1) lot in Ellersly and the DEVELOPER owns nine (9) lots and the common areas and roadways in Ellersly. A description of these properties, which the parties intend to make subject to this Agreement is set forth in Exhibit C hereto (hereinafter "Property"); and

WHEREAS, the DEVELOPER desires to continue to further develop and complete Phase I of Ellersly as described on the Exhibits hereto (hereinafter called the "PROJECT"); and

WHEREAS, upon satisfactory completion of the conditions of this Agreement, the General Common Elements and all infrastructure improvements including, but not limited to, sewer, private roads, sidewalks, drainage, landscaping, private sewer system, and all other improvements specified by the plans and plats of the development approved by the TOWN and the Planning Commission as same may be amended from time to time by the TOWN and the Planning Commission, for the PROJECT (hereinafter "Improvements") will be owned, operated and maintained by the Association, provided that the Association is or remains a Tennessee non-profit mutual benefit corporation, existing for a perpetual term with general and special assessment powers. The common areas, together with the private roadways, sewer and water systems will be General Common Elements pursuant to this Agreement. Each parcel owner within the Development will be a member of the Association (at all times during the term of such ownership), and subject to assessment, thereby.

WHEREAS, the Association is authorized to perform the functions and duties as specified in the Association By-Laws (together known as the "ASSOCIATION BY-LAWS"), either directly, or through maintenance contractors or a management agent engaged by the Association or through an association in which such Association is a constituent member, or any combination thereof.

WHEREAS, in consideration for the agreement of the TOWN to approve the plans for the PROJECT, the DEVELOPER has agreed to construct the necessary improvements to the standards of the TOWN; to assume the role and obligations of the developer of the project from Assignor and to assume the role and obligations of the Declarant in the Restrictions and Association By-Laws, all of which shall be set forth in the Assignment and Assumption

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Agreement; and to perform the terms, conditions, and obligations set forth herein; and

WHEREAS, in order for said improvements to be connected with the utility system(s) and road infrastructure of the TOWN and to function in a satisfactory manner, the DEVELOPER has agreed to construct in accordance with the Subdivision Regulations and other rules, regulations and ordinances of the TOWN that are currently in effect for private improvements in said project and construct or extend utilities to the project at its own cost; and

WHEREAS, the TOWN accepts no dedication of the wastewater utilities, roadways, and other appurtenant improvements which are private in nature, except as provided herein for easements for inspection and noncompliance and subject to the continued compliance with all requirements in this Agreement and applicable existing laws of the TOWN of Kingston Springs and the State of Tennessee.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, is the parties agree and acknowledge as follows:

## I. GENERAL CONDITIONS

### 1. Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete the private roads, sidewalks, sewers and other facilities in accordance with this agreement.

### 2. Bonding

At the time of execution of this Agreement, the DEVELOPER shall be bound to provide to the TOWN a Performance Bond as set forth in the TOWN Subdivision Regulations in the amount of most recent State of Tennessee Unit Costs for Region 3 at the time of the execution of the Performance Bond plus Twenty-Five Percent (25%), from a bank or other appropriate insurance bonding institution licensed to do business in Tennessee and insured by the FDIC, irrevocable without conditions, and which shall provide a location in Cheatham County or a county contiguous to Cheatham County, Tennessee where such bond may be drawn, in the amount set forth on the Bonding Schedule and form attached hereto as Exhibit "A" for the Improvements. The Performance Bond shall secure performance of all obligations of the DEVELOPER under this Agreement pursuant to Planning Commission approved plans, filings and permits, as same may be amended from time to time. The Performance Bond shall meet all requirements established in the Subdivision Regulations or other ordinances of the TOWN and secure full compliance with all terms and conditions of this agreement, including payment of all amounts payable by the DEVELOPER of DEVELOPER's obligations hereunder, and its obligations under the warranty and indemnification provisions hereof. The Performance Bond may be called for failure to comply with the provisions of this agreement in whole or in part according to the terms of the Performance Bond without any further approval of the TOWN legislative body or Planning Commission; such call of the

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Performance Bond may be made upon the sending by the TOWN of notice of same to the DEVELOPER. The Performance Bond will not be released, except and until there has been full compliance with this Agreement and upon certification of a licensed engineer and the Town Planner that the development has been completed in full compliance with the approved plat and construction plans. Thereafter, in conformity with the TOWN's Subdivision Regulations, maintenance bonding, as applicable, shall be required prior to release of the Performance Bond.

### 3. Inspection

The TOWN shall have a continuous right to inspect the work, Improvements, and facilities to assure that same are constructed in accordance with the Subdivision Regulations, other applicable ordinances or resolutions of the TOWN and approved construction plans. Further, the TOWN shall have the right to enter upon any property of the DEVELOPER or the common areas of the PROJECT in order to perform such inspections.

### 4. Right of Entry

The TOWN shall have the right, in the event the Performance Bond is called for noncompliance, to enter upon any property of the DEVELOPER and take all necessary actions to complete the work and obligations not completed. The taking of such action shall, in no way, be deemed an event of acceptance or intent to accept the Improvements completed by the Town or dedication thereof by DEVELOPER.

Easements to the TOWN for the inspection or repair or performance of the construction of the Improvements (in the event of a call of the Performance Bond as contemplated herein) are acknowledged and reserved as shown on the approved final plan attached hereto as Exhibit E. No structure, landscaping, planting, fill or other material shall be placed which may interfere with, impede, obstruct, or change the direction of the water flow within the easements for the stormwater drainage system, Project drainage areas, and utility easement areas, or which otherwise interferes with, impedes, or obstructs the use and maintenance of the Improvements. The repair and maintenance of all of the aforementioned easement areas shall be the responsibility of and enforced by DEVELOPER until the transfer of such obligation described herein to the Association (such transfer being subject to the approval of the TOWN and Planning Commission as contemplated further herein), at which time the Association shall be responsible for the same and the Developer shall no longer be so responsible pursuant to the terms of the Restrictions and Association By-Laws. Notwithstanding the foregoing, such transfer of obligations shall not be made until such time as the TOWN has approved such transfer in accordance with the provisions contained in this Agreement.

## 5. Approval of Facilities

Upon written notice by the TOWN to the DEVELOPER of the TOWN'S approval of all or part of the Improvements, and conveyance by deed of same to the Association as contemplated in this Agreement, then those Improvements, facilities, and/or easements specified in the approval shall become private property of the Association, subject to any maintenance and other obligations contemplated in this Agreement. Prior to the granting of approval by the TOWN and conveyance by deed of the Improvements or other facilities or easement areas to the Association, DEVELOPER shall, if requested by the TOWN, furnish to TOWN an attorney's certificate of title examination evidencing any such Improvement, facility, and/or easement parcel is free and clear of any encumbrance, except for any permitted exception(s) approved in writing by TOWN's attorney. A written legal description to be exhibited to the deed shall be furnished with DEVELOPER's evidence of clear title. Prior to transfer of all facilities and Improvements to the Association, DEVELOPER will file a requisite Notice of Completion in the Register of Deeds Office of Cheatham County, Tennessee, pursuant to Tennessee Code Annotated. § 66-11-143, and fulfilling all requisite notices provided for therein.

The deed of conveyance for any such Improvements, facilities, common areas and/or easements from the DEVELOPER to the Association shall recite that such conveyance is subject to the terms, conditions, and obligations of this Planned Urban Development Agreement between DEVELOPER and the TOWN and that the Association accepts and shall be bound by such terms, conditions, and obligations set forth in said Agreement. Prior to execution and recording, such deed of conveyance must be approved by the TOWN'S attorney to ensure its compliance with the provisions of this Agreement. The DEVELOPER further agrees that any Improvements or facilities placed within a public or platted public right-of-way or dedicated public easement is irrevocably dedicated to the public use. All conveyances or dedications are without any right of reimbursement or compensation of any kind.

## 6. Failure to Install

In the event the DEVELOPER fails to install the Improvements in accordance with the terms of this Agreement, the TOWN shall have the right to call the Performance Bond and to enter upon the property as provided for in this Agreement in order to complete the installation of such Improvements as the TOWN deems necessary. The TOWN's election to call the Performance Bond and complete the installation of such Improvements shall not be construed as an assumption of any obligation related to these Improvements, including, but not limited to, the obligation to construct, repair, complete, or maintain or accept the Improvements and facilities, nor shall it be construed as any assumption of obligation on the part of the TOWN to pay for any part of the cost of installing the

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Improvements, nor will it relieve DEVELOPER from any other contractual or monetary obligation owing unto TOWN for which DEVELOPER shall remain liable. In all events, DEVELOPER shall remain liable for all costs of completion of the Improvements that are in excess of the amount of the Performance Bond.

7. Fees Not Refundable

If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees, monies tendered under the TOWN'S Pass-Through Ordinance, or other amounts paid to the TOWN shall be refundable to the DEVELOPER. Further, upon final approval, no fees or monies paid shall be refundable.

8. Liability Insurance

The DEVELOPER shall purchase and maintain an owner's and contractor's liability policy and public liability insurance policy in the amount of two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, and name the TOWN as an additional insured party until the expiration of the warranty periods contemplated in this Agreement that begin upon the final completion and approval of the construction of the Improvements. DEVELOPER further agrees to indemnify and hold and name the TOWN harmless from the claim of any person for any matter whatsoever, including, but not limited to, injury, death, or damages to persons or property, and the DEVELOPER further agrees to pay the costs of the TOWN to defend any action brought in any court against the TOWN, including, but not limited to the costs of attorneys' fees, and to pay any judgments rendered against the TOWN.

9. Legal Expense in Case of Default

In the event the DEVELOPER or its sureties breach this agreement, they shall bear all costs of the TOWN's reasonable expenses, including reasonable attorney's fees and other expenses incurred in enforcing this Agreement, whether incurred by negotiation, litigation or otherwise and in completing the obligations and terms set forth in this Agreement Entitlement to the aforesaid costs and expenses shall also be applicable to I (8) above.

10. Town Ordinances, Rules and Regulations

All currently existing TOWN ordinances, resolutions, rules and regulations, and the Subdivision Regulations adopted by the Planning Commission and Board of Commissioners of the TOWN are made a part of this Agreement by reference as if fully set forth verbatim herein. In the event of a conflict between the terms of this Agreement and a TOWN ordinance, in existence as of the effective date of this Agreement, whichever imposes the more stringent restrictions shall prevail.

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In the event of a conflict between the terms of this Agreement and the Subdivision Regulations in existence as of the effective date of this Agreement, whichever imposes the more stringent restrictions shall prevail. All work done under this Agreement is to be performed in accordance with approved plans, permits, and specifications approved by the TOWN and which are made a part hereof as Exhibit "B".

11. Agreement not Assignable

No third party shall obtain any benefits or rights under this Agreement with the exception of the assignment to the Association as contemplated herein, nor shall the rights or duties be assigned by any party absent mutual consent of the parties reduced to writing, said consent from either party not to be unreasonably withheld.

12. Revocation and Interpretation

This Agreement shall bind DEVELOPER when executed by DEVELOPER and may not be revoked by DEVELOPER without permission of the TOWN, even if the Agreement has not been executed by the TOWN or does not bind TOWN for other reasons. This Agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Cheatham County, Tennessee, and Tennessee appellate courts therefrom.

13. No Oral Agreement

This Agreement may not be orally amended and supersedes all prior negotiations, commitments or understandings. Any written modification to this Agreement must be recommended for approval by the Kingston Springs Municipal Regional Planning Commission and must be approved by Kingston Springs Board of Commissioners.

14. Severability

If any portion of this Agreement is held to be unenforceable, the TOWN solely shall have the right to determine whether the remainder of the Agreement shall remain in effect or whether the Agreement shall be void and all rights of the DEVELOPER pursuant to this Agreement terminated.

15. Transferability

The DEVELOPER and/or Assignor agree that it/they will not transfer the

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Property which is subject to this Agreement without first obtaining approval from TOWN as provided herein. For any proposed transfer, the TOWN must be provided with the contact information of the transferee, and the transferee must assume the obligations and conditions to develop the PROJECT as set forth in this Agreement. The DEVELOPER agrees to provide the TOWN an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide bond security sufficient to assure such performance. Said Assumption Agreement will be subject to the approval of the TOWN. The DEVELOPER and/or Assignor understand that if it/they transfer said property without providing the notice of transfer and Assumption Agreement as required herein, it will be in breach of this Agreement and in violation of the TOWN Subdivision Regulations. The DEVELOPER further agrees that it shall remain liable under the terms of this Agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the TOWN and a new agreement and Performance Bond is issued naming the new owners as principal.

16. Covenants, Conditions and Restrictions to Be Filed

Irrespective of any provisions in the Restrictions purporting to limit the DEVELOPER'S obligation to pay for maintenance or repair of Improvements in the Common Areas, DEVELOPER acknowledges that said Improvements have never been fully completed, approved by the TOWN, or transferred to the Association and that solely DEVELOPER remains responsible under this Agreement for the completion of construction of the Improvements and maintenance thereof until such time as same has been conveyed to the Association as contemplated herein. DEVELOPER acknowledges and agrees that DEVELOPER will not seek payment or reimbursement from the Association or its members for any such cost of completion of construction of the Improvements or the pre-conveyance maintenance thereof required in this Agreement.

17. Conveyance of Common Area and Open Space

Subject to the provisions contained in this Agreement, all Improvements, open space and common area not to become a facility or property conveyed to the TOWN and to vest in the Association, shall be conveyed by deed by the DEVELOPER to the Association and be sufficiently described so as to create an identifiable separate taxing parcel by the Assessor's Office for Cheatham County, Tennessee. Notwithstanding, the Assessor may elect to tax the common area fractionally with the individual lots of the PROJECT.

18. Time Period for Construction

In consideration of the approval by the TOWN of the amended development plans for improvement of all common areas and infrastructure including roads, streets, alleyways, and sewer for the PROJECT as covered by this Agreement, the



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DEVELOPER agrees to be bound to complete the PROJECT including, but not limited to, all improvements shown on the aforesaid recorded plat and any amendments thereto, the approved and amended development plans attached hereto, and all other obligations required by this Agreement within ONE (1) year from the date of execution of this Agreement by both parties (hereinafter "Termination Date"). The DEVELOPER further agrees that if the DEVELOPER is unable to or does not complete all work contemplated in this Agreement within the time specified above; the TOWN may find the DEVELOPER in default of this Agreement. Further, the TOWN may in the same meeting determine the steps necessary to gain compliance with the Agreement using all available remedies of the TOWN, including, but not limited to, calling the Performance Bond and using the funds therefrom to perform or to hire the performance of the work necessary to achieve compliance with this Agreement or filing suit to enforce the Agreement. The DEVELOPER further agrees that if the Performance Bond contemplated herein is inadequate to secure the cost of completion of said Improvements for any reason whatsoever, the DEVELOPER will, upon the sole discretion and election of the Town, provide the additional security to increase the bond amount to satisfy with the cost projections then made by the TOWN or will pay the difference in cost for the completion of Improvements and the Performance Bond funding. The TOWN agrees that it will not unreasonably withhold approval of extensions where the DEVELOPER has complied with the requirements of notice to the TOWN and provided the required additional security, provided, however, that notwithstanding the foregoing provision, the TOWN may, with sufficient and good cause determined by the Town Council after an opportunity for the Developer to be heard on the matter and upon recommendation by the Town Planning Commission, refuse to extend this Agreement beyond six months of the Termination Date. The DEVELOPER understands that its failure to perform the terms and conditions of this Agreement constitutes a breach of this Agreement and places it in violation of the Subdivision Regulations of the TOWN. The DEVELOPER further understands that should it fail to complete any part of the work and Improvements outlined in this Agreement in a good and workmanlike manner as provided herein, the TOWN shall reserve the right to withhold and withdraw all building permits to the subdivision until all items of this Agreement have been fulfilled by the DEVELOPER.

## II. DESIGN AND APPROVAL

### 1. Contents of Plans

The DEVELOPER shall cause to be prepared and submitted to the TOWN plans (the "Plans") describing in reasonable detail all utility systems, the storm drainage system, and street system improvements necessary to provide adequate services to the Project. The plans shall include all information required by the Subdivision Regulations, Stormwater Ordinance, Zoning Ordinance, and all applicable Ordinances and Regulations as required by the TOWN and shall serve, as

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applicable, as an amendment to any such plans previously approved by the TOWN during the period of the original Development Agreement referenced herein. As previously provided herein, the IMPROVEMENTS will be constructed in within the one (1) year term agreed to herein and as set forth in Exhibit "B" of this Agreement.

## 2. Preparation of Plans

The Plans shall be prepared by an engineer licensed by the State of Tennessee to design all systems and shall bear the seal, signature and license number of the engineer preparing the Plans.

## 3. Design Criteria

The design of water and sewer improvements shall follow the State of Tennessee regulations, the requirements of the Second South Cheatham Utility District, and the Town of Kingston Springs, TN Sewer Ordinance and Stormwater Ordinance criteria and any other applicable law, ordinance, or regulation. Drainage and streets shall be designed according to the Subdivision Regulations, all other applicable municipal specifications and ordinances and sound engineering judgment. In all cases, the specifications and design details for the Improvements shall be those of the TOWN and those as approved by the State of Tennessee Department of Environment and Conservation. In the event of a disagreement as to compliance with or interpretation of the Plans and the TOWN's specifications, the decision of the TOWN shall be final and binding on the DEVELOPER. The requisite sets of prints of the Plans shall be submitted by the DEVELOPER to the TOWN. The TOWN agrees to review the drawings and Plans so submitted in a timely manner. DEVELOPER agrees to make all revisions to the Plans as required by the TOWN. Following review and approval of the Plans, or following review and approval of revised Plans if revisions have been required, a representative of the TOWN will sign the Plans. The DEVELOPER must then submit the Plans, as approved by the TOWN Engineer, to the Tennessee Department of Environment and Conservation for approval. The TOWN will require a copy of the State approval letter, TDEC Permit Application, SWPPP, and Notice of Coverage (NOC) for land disturbance, sewer and water, along with three (3) copies of the State approved (stamped) Plans before the DEVELOPER may commence work.

## III. COMMENCEMENT OF CONSTRUCTION

Construction of Improvements may not begin until the following events have occurred:

1. The Plans are approved by the TOWN, and all necessary facets of platting and construction plan approval, through the Planning Commission, have been completed.

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2. The Tennessee Department of Environment and Conservation has approved the applicable portions of the Plans and has confirmed its approval to the TOWN and/or DEVELOPER in writing.
3. If required, the review fee described in Paragraph XIV (FEES), hereof, has been paid in full.
4. The TOWN has received three (3) copies of the State-approved Plans and Planning Commission approved plans
5. The TOWN shall have received the Performance Bond described in Paragraph 2, of Section I, hereof.
6. The pre-construction conference described in Article IV hereof has been held. The DEVELOPER shall give the TOWN notice of commencement of construction, in writing at least five (5) days prior to commencement.
7. This Agreement has been recommended for approval by the Kingston Springs Regional Municipal Planning Commission to the Kingston Springs City Commission and approved by the Kingston Springs City Commission.

## IV. CONTRACTOR

The Improvements shall be installed in accordance with the Plans, approved as provided above, by a CONTRACTOR licensed by the State of Tennessee for the applicable type of construction and satisfying the requirements of the Town for issuance of a building permit. After the submission of the application for the respective building permits, the DEVELOPER, CONTRACTOR, and Town shall hold a pre-construction meeting at the TOWN offices or such other TOWN designated location, at a time mutually acceptable to the parties. This meeting is required before construction may begin.

## V. CONSTRUCTION

The DEVELOPER shall be responsible for construction of the Improvements, providing all labor, materials, construction supervision and equipment necessary to construct and install the Improvements. The TOWN will not be responsible for the sale of materials to the DEVELOPER. It will be the responsibility of the DEVELOPER to purchase the necessary materials through a reputable vendor. The work indicated on the Plans is to be performed in accordance with plans, grades and specifications approved by the TOWN and made a part hereof, and according to the specifications contained within such Plans, the Subdivision Regulations, and the requirements of this section.

1. Utilities

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a. Water System

SECOND SOUTH CHEATHAM UTILITY DISTRICT (SSCUD) is the utility providing potable water to serve the PROJECT. DEVELOPER agrees to pay the cost of water mains and accessories to serve the subdivision plus the water mains and accessories within the subdivision including service lines and accessories from main to the meter center for each lot within the subdivision. The Developer further agrees to install fire hydrants of the type and at the locations approved by SECOND SOUTH CHEATHAM UTILITY DISTRICT and the TOWN in the Plans. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory testing costs incidental to the water service in or to the subdivision. The DEVELOPER shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities brought about as a result of the development of the project, both on and off site. As a part of constructing the Improvements, the DEVELOPER shall install, in accordance with the Plans and SECOND SOUTH CHEATHAM UTILITY DISTRICT specifications, all water service taps, fire lines, and all facilities, equipment and accessories relating thereto necessary to provide water service to the Project. DEVELOPER shall fully perform pursuant to its contract and approvals with SECOND SOUTH CHEATHAM UTILITY DISTRICT.

b. Sewer System

As applicable, DEVELOPER agrees to pay the cost of necessary facilities to a State approved sewage system complete with necessary pump stations, force mains and with manholes, outside the boundary of the subdivision as approved by the TOWN. The DEVELOPER further agrees to pay the cost of sewer mains, manhole, and sewer service laterals from the sewer main to the property line of each unit within the development as approved by the TOWN upon the subdivision plans and specifications. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory testing costs incidental to the sewer service in or to the subdivision. The DEVELOPER shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities brought about as a result of the development of the project, both on and off site. As a part of constructing the Improvements, the DEVELOPER shall install, in accordance with the Plans and TOWN specifications, all water service taps, sewer service, and all facilities, equipment and accessories relating thereto necessary to provide utility service to the Project. DEVELOPER and approved DEVELOPER's contractor shall adhere to the TOWN's policy and procedures as set forth in all applicable ordinances and resolutions heretofore adopted by the TOWN.

# DRAFT

c. Gas System

Should the PROJECT be served by natural gas, the DEVELOPER, or the natural gas provider, agrees to pay the cost of an approved natural gas distribution system that is to be constructed utilizing materials and construction standards established by the gas supplier. The DEVELOPER shall fully perform pursuant to his contract with the gas system franchisee utility, Greater Dickson Gas Authority, and approvals given by it and further agrees that the gas distribution system will be installed so as to meet all requisite conditions and specifications.

d. Electric System

DEVELOPER to perform as required by Town of Dickson Electric Department to serve the PROJECT with sufficient electric utility service.

e. Telephone, Cable Television and Other Communications

Perform as DEVELOPER may be required by such third party entity or by contract with said provider. CATV must be coordinated between TOWN and franchise holder.

2. Storm Drainage

The DEVELOPER shall be responsible for all drainage work, including ditch paving, bank protection, and fencing adjacent to open ditches made necessary by the development of this subdivision.

A. The DEVELOPER shall provide and deliver the formal written opinion of a licensed and bonded professional engineer certifying that he has reviewed the entire water shed wherein the subdivision is located and that upon full development at the greatest allowable use density under existing zoning of all land within that watershed, the proposed subdivision will not increase, alter or affect the flow of surface waters, nor contribute to same, so as to damage, flood or adversely affect any property. Further, the DEVELOPER agrees to hold harmless and defend the TOWN from any claim, cause of action or liability, alleged and/or proven, to have arisen directly or indirectly from alteration to the surface water by reason of the DEVELOPER's design, construction, installation or the development itself, in whole or part.

B. The DEVELOPER shall provide necessary erosion control such as seeding for gentle slopes, grass sod for sharper slopes with special grading and terracing to the published design standards and specifications of the

# DRAFT

TOWN. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the TOWN to prevent erosion. In the event the TOWN determines that necessary erosion control is not being provided by the DEVELOPER, the TOWN or other proper governing authority, such as the Tennessee Department of Transportation, as may be applicable, shall officially notify the DEVELOPER of the problem. If the DEVELOPER has not begun to provide satisfactory erosion control within ten (10) days after the notice, then the proper governing authority may make the necessary improvements to eliminate the erosion problems, documenting all expenses incurred performing the work. Prior to releasing any securities covering this subdivision, all expenses incurred by the governing authority shall be paid in full by the DEVELOPER.

- C. Any and all unenclosed water courses lying partially or wholly within the bounds of this subdivision shall be constructed to adequate cross section to provide design flow without threat of erosion or flooding of any property within this subdivision, or of any adjoining property.
- D. All drainage structures necessitated by the road plans of this development that affect any watercourse lying partially or wholly within vision are to be provided by the DEVELOPER.
- E. It is understood and agreed that the TOWN in its proprietary function is not and could not be expected to oversee, supervise, and/or direct the construction of all drainage improvements, and the excavation incident thereto. Neither is the TOWN vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process. The TOWN is vested with the right of periodic inspections, final approval, stop work order, and any other remedy available as a measure of secondary or subsequent enforcement. Rather, the DEVELOPER now has and shall retain the responsibility to properly assess, survey, design and construct the subdivision surface water drainage improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the TOWN does not and shall not relieve or accept any liability from the DEVELOPER.

### 3. Street Construction

The DEVELOPER, hereby, agrees to construct and improve the streets shown on the Plans to comply with the construction standards of the TOWN and to the satisfaction and approval of the TOWN Engineer by grading, draining, subgrade preparation, base preparation, curb and gutter, sidewalk installation and paving

# DRAFT

with the required amount of material the full required width. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory cost incidental to the construction of subdivision streets including, but not limited to, material and density testing. The proposed streets are “private” streets/roadways to be kept and maintained by the Association. The TOWN is in no manner obligated to provide maintenance to the public ways, which are private in nature.

- A. It is agreed and understood that all grading within the street right-of-way and public easements shall be completed before the utilities are installed.
- B. The DEVELOPER further agrees to furnish and install asphalt base and a final asphalt surface course (wearing surface) in accordance with the Subdivision Regulations. The final surface of Phase I of the subdivision shall be placed within thirty (30) days after approval by the TOWN of the street construction, but not more than sixty (60) days unless a time extension is requested and approved by the TOWN.
- C. The DEVELOPER further agrees to install permanent street signposts and markers at all intersections in said subdivision. The plans and specifications for said street signpost and lettering can be obtained from the TOWN. Location of street signs to be installed will be at the direction of the Director of Public Works. Variance from standard street sign type shall be approved by the Director of Public Works.
- D. The DEVELOPER further agrees to make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base material, as required, in areas recommended by TOWN, prior to application of final surface. It is further agreed and understood that if it is not necessary to change the existing grade or disturb the pavement of an existing street or road, the DEVELOPER shall only be required to construct drainage, grade and gravel to match the existing pavement and construct sidewalks and curb and gutter as required. If the existing grade is changed, the DEVELOPER shall be required to grade and gravel the full width of said street.

## VI. OFF-SITE IMPROVEMENTS (UTILITIES)

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the Project, not including any additions, improvements and upgrades. The TOWN shall not be required to incur costs of the DEVELOPER for construction, connection, or maintenance of off-site Improvements.

## VII. INSPECTION AND COMPLIANCE

After construction begins, the TOWN shall provide on-site construction inspection as the

# DRAFT

TOWN deems necessary to ensure that all work is performed and completed in accordance with the approved Plans the TOWN'S specifications and the contents of this agreement. In the event of a disagreement as to compliance with or interpretation of the Plans and the TOWN's specifications, the decision of the TOWN shall be final and binding on the DEVELOPER. If the DEVELOPER fails to construct in accordance with the approved Plans or to comply with the TOWN's specifications, the TOWN may issue a stop-work order and DEVELOPER hereby agrees to be bound by such order.

## VIII. TESTING

The DEVELOPER agrees to pay the cost of all engineering, inspection and laboratory costs incidental to construction of the Improvements included within this Agreement. Such testing includes, but is not limited to, material and density testing.

## IX. CONSTRUCTION DEBRIS REMOVAL

The DEVELOPER agrees that it shall contain all construction debris in an onsite area designated by the TOWN and will haul all construction debris, building materials, rubbish, and other degradable materials to an authorized landfill and shall not bury such materials within the limits of the subdivision.

## X. APPROVAL (ROADS & UTILITIES)

As may be applicable and at such time as the Improvements have been constructed and installed and approved by the TOWN in accordance with the Plans and specifications, required testing has been accomplished and the test results found satisfactory, and all clean-up and cover-up has been done to the satisfaction of the TOWN's engineer, a letter of tentative approval of construction will be provided the DEVELOPER. Formal approval shall follow the procedure established in the Subdivision Regulations. Prior to approval of the Improvements which shall remain private except as otherwise provided herein, the DEVELOPER shall deliver to the TOWN a certificate stating that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this agreement have been paid in full.

The DEVELOPER agrees it shall have no claim, direct or implied, in the title or ownership of the Improvements specified in this Agreement when the approved Improvements are completed and thereafter approved by the TOWN. As provided for previously herein, the Association, upon final approval by the TOWN, will take full title by deed of conveyance to the private Improvements and will provide maintenance thereafter, except that the DEVELOPER will be responsible for construction failures and defects in the subdivision for three (3) years after the date of final approval of the subdivision construction. During this period, it shall remain the responsibility of the DEVELOPER to correct and cure these defects and failures. All warranties for any component(s) of a facility in excess of three years shall be transferred for the Association's benefit thereunder.



# DRAFT

This PROJECT's wastewater facility construction must be fully operational prior to approval, in addition to all other requisite inspections, testing and bonding set forth herein.

## XI. WARRANTY

The DEVELOPER shall warrant that all installed facilities are free from defects in design, materials or workmanship for a period of three (3) years from the date of written approval by the TOWN. Further, the DEVELOPER shall immediately repair, at its own costs, all defects of any type whatsoever which occur within three (3) years from the date the facilities are approved in writing by the TOWN. The warranty of the DEVELOPER shall provide that the Association shall have the right to make repairs or have others make the repairs at the expense of the DEVELOPER, if the Association deems it necessary. The DEVELOPER shall pay for all work, labor, materials and all other expenses of the facilities in a timely manner and this shall include any amounts that exceed the Maintenance Bond (which is described below). The Developer further agrees to execute a Maintenance Bond with good security to be approved by the TOWN Board of Commissioners and City Attorney in the amount of one hundred twenty-five percent (125%) of the construction cost of the facilities being offered for dedication to the Association. Thirty- four (34) months after final approval of the facilities included in the offer of dedication, an inspection will be made by the TOWN to determine and list any defects or failures of improvements within the subdivision. All failures or defects, if any, shall be repaired within thirty (30) days after which the bond will be released and cancelled by TOWN.

## XII. EASEMENTS

The DEVELOPER shall obtain and dedicate to the TOWN or cause to be dedicated to the TOWN by easement deed acceptable to the TOWN, permanent easements of such widths as required by the TOWN and noted on the Plans. The DEVELOPER or the Owner further agrees that it will grant the necessary easement and rights-of-way across its properties without expense to the TOWN and waive any claim for damages. Notwithstanding the foregoing and in no limitation thereof, the DEVELOPER does hereby expressly grant unto the TOWN all such easements as may be necessary for the TOWN to inspect, repair, perform, enforce, or complete any other action necessary to effectuate and enjoy the TOWN'S rights and obligations under this Agreement.

## XIII. AS-BUILT DRAWINGS AND POST-COMPLETION ITEMS

The DEVELOPER agrees to furnish to the TOWN as-built plans, on a reproducible, stable media, of all improvements within the subdivision before the TOWN shall approve such improvements.

# DRAFT

## XIV. FEES

Review fees established by the TOWN shall be paid prior to any review of the Plans. No construction or grading of any sort shall be begun prior to approval of such plans. Any applicable pass-through fee for engineering, planning, legal or otherwise necessary under the TOWN's ordinances shall be paid within fifteen (15) days of submitted to DEVELOPER.

## XV. INDEMNITY

The DEVELOPER shall indemnify and hold the TOWN harmless from all loss, costs, expenses, liability, money damages, penalties or claims arising out of any work covered by this Agreement, including any attorney fees incurred by the TOWN in connection therewith. Inspection of the Improvements by an authorized representative of the TOWN shall not constitute a waiver by the TOWN of any defector of the DEVELOPER's obligations hereunder.

## XVI. REMEDIES

In the event of a default in the performance by DEVELOPER of its obligation hereunder, the TOWN, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

## XVII. BINDING EFFECT

The covenants and agreements herein contained shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, as appropriate.

## XVIII. ENTIRE AGREEMENT

This document contains the entire agreement between the parties, and there are no collateral understandings or agreements between them, and no variations or alterations of the terms of this Agreement shall be binding upon either of the parties, unless the same be reduced to writing and made an amendment to this Agreement.

## XIX. HEADINGS

Paragraph titles and headings contained herein are inserted for convenience only and shall not be deemed a part of the Agreement and in no way shall define, limit, extend or describe the scope or intent of any provision hereof.

# DRAFT

## XX. NOTICES

Any notice or other communication required to be given hereunder shall be in writing and delivered personally or sent by United States Certified Mail, return receipt requested, or sent by Federal Express Delivery Service, addressed to the TOWN at City Hall and addressed to the DEVELOPER at the address set forth below, or such other address as either party may hereafter give the other, to wit:

TO THE TOWN:

Town of Kingston Springs  
396 Spring Street  
P.O. Box 256  
Kingston Springs, Tennessee 37082

with a copy to:

Law Offices of Balthrop, Perry & Noe, PLLC  
102 Boyd Street  
Ashland City, Tennessee 37015

TO THE DEVELOPER:

Energy Fit Solutions, Inc.  
LaDonna M. Merville, President  
8 Westlake Drive  
Nashville, Tennessee 37205

with a copy to:

David C. Risner, Esq.  
P.O. Box 594  
Kingston Springs, TN 37082

## XXI. TRAFFIC CONTROL

All traffic control and safety devices, including signs, lane markings, and barriers necessitated by any and all construction activity undertaken pursuant to this Agreement shall be installed and maintained by the DEVELOPER. All traffic control devices shall meet the standards and be installed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the United States Department of Transportation. The TOWN is under no obligation to furnish its employees for traffic control.

## XXII. TEMPORARY FACILITIES

The DEVELOPER shall provide all temporary facilities, including, but not limited to, utilities and roadways, that are determined by the TOWN to be required in connection

# DRAFT

with and/or as a result of interruption of service or access that occurs as a consequence of construction activity associated with the work covered by this Agreement. Such temporary services shall in all regards and at all points in time be adequate to assure emergency access and adequate fire flows.

## XXIII. ASSIGNMENT AND ASSUMPTION

The Assignor, TOWN, and DEVELOPER agree that any rights and obligations of the Assignor, if any still exist, as to the PROJECT shall vest with and be assumed by the DEVELOPER upon TOWN approval of and execution by Assignor and DEVELOPER of the Assignment and Assumption Agreement, a draft of which is attached hereto, but that this Agreement sets forth all the rights, duties, conditions, requirements, and obligations relative to Ellersly and the PROJECT effective henceforth except as same may be amended by the TOWN and DEVELOPER in the future.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first given.

SIGNATURE PAGES TO FOLLOW.

**DRAFT**

TOWN OF KINGSTON SPRINGS

BY: \_\_\_\_\_  
FRANCIS A. GROSS, MAYOR

State of Tennessee  
County of \_\_\_\_\_

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared Francis A. Gross, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Mayor of the Town of Kingston Springs, the within named bargainer, a Tennessee municipal corporation, and that such officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the municipal corporation as Mayor. Witness my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY

**DRAFT**

DEVELOPER:

\_\_\_\_\_  
ENERGY FIT SOLUTIONS, INC.  
BY: LADONNA M. MERVILLE, PRESIDENT

State of Tennessee  
County of \_\_\_\_\_

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared Ladonna M. Merville, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President of Energy Fit Solutions, Inc., the within named bargainer, a Tennessee corporation, and that such officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as President. Witness my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**DRAFT**

ASSIGNOR:

\_\_\_\_\_  
RONALD B. MERVILLE, JR.

\_\_\_\_\_  
LADONNA M. MERVILLE

State of Tennessee

County of \_\_\_\_\_

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, Ronald B. Merville, Jr., the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained. Witness my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

State of Tennessee

County of \_\_\_\_\_

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, Ladonna M. Merville, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained. Witness my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**DRAFT**

**EXHIBIT "A"  
TO  
ELLERSLY  
DEVELOPMENT AGREEMENT**

**PERFORMANCE BOND**

**A Performance Bond to be posted in the amount of \$ \_\_\_\_\_,  
a copy of which will be attached hereto.**



**DRAFT**

EXHIBIT "B" TO ELLERSLY  
DEVELOPMENT AGREEMENT

APPROVED DEVELOPMENT PLANS

**DRAFT**

**EXHIBIT C**  
**DESCRIPTION OF SUBJECT PROPERTY AND**  
**CURRENT RECORDED PLAT**

Energy Fit Solutions, Inc., Developer of the following:

**TRACT 1**

BEING a tract of land in the Eleventh Councilmanic District of Cheatham County, Tennessee, and located in the Town of Kingston Springs on the south margin of West Kingston Springs Road, west of North Main Street and being more particularly described as follows:

Being all that land identified as lying within the boundaries of Phase 1 of Ellersly Subdivision as shown on the Final Plat of Ellersly Subdivision, Phase #1 of record at Plat Book 13, page 308, Register's Office of Cheatham County, Tennessee, including, but expressly not limited to, the land lying within the streets, alleys, sidewalks, open space, common areas, and easements as depicted on said plat.

INCLUDED IN THE ABOVE PROPERTY DESCRIPTION, BUT SPECIFICALLY EXCLUDED THEREFROM is that portion thereof described as Lot Nos. 1-35 on the Plan of Final Plat of Ellersly Subdivision, Phase 1, of record in Plat Book 13, page 256, as amended in Plat Book 13, page 308, in the Register's Office for Cheatham County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

**TRACT 2**

LAND in Cheatham County, Tennessee, being Lot Nos. 22-24 and 29-35, as shown on the map entitled Final Plat of Ellersly Subdivision, Phase 1, of record in Plat Book 13, page 256, as amended in Plat Book 13, page 308, Register's Office for Cheatham County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description.

The subject property is also known as 450 West Kingston Springs Road, Kingston Springs, Tennessee 37082 (Tract 1) and Lots 22, 23, 24, 29, 30, 31, 32, 33, 34, and 35, Ellersly Way, Kingston Springs, Tennessee 37082 (collectively, Tract 2).

See attachment reflecting 35 lots for first of multi-phase development.

**TRACT 3**

LAND in Cheatham County, Tennessee, consisting of solely such portions lands adjoining Tract 1 and Tract 2 that are owned by the Developer and/or Assignor and lie within the area identified as "Future Phase #II and Open Space" on the plat of record at Plat Book 13, page 308, Register's Office for Cheatham County, Tennessee and that are necessary to construct the Improvements, the locations of which are depicted on Exhibit B – "The Development Plans" hereto.

**DRAFT**

**EXHIBIT D**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

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**DRAFT**

**EXHIBIT E**  
**EASEMENTS**

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**DRAFT**

**EXHIBIT F**

**CONSTRUCTION PLANS**





Town of Kingston Springs  
Building and Codes Department  
PO Box 256  
396 Spring Street  
Kingston Springs, TN 37082  
615-952-2110

## KINGSTON SPRINGS PLANNING COMMISSION APPLICATION FOR REVIEW

Date of Application: 4/14/22  
Property Address/Location: 301/311 E. Kingston Springs Road  
Property Owner's Name: Earl C. Hedgepath  
Property Owner's Address: 301 E. Kingston Springs Road  
Property Owner's Primary Phone #: 615-972-3061 Secondary #: \_\_\_\_\_  
Property Owner's Email: clayhedgepath@comcast.net  
Applicant's Name: Brian McCam  
Applicant's Email: brian@southprecision.net Applicant's Phone #: 615-772-5481  
Signature of Applicant: Brian McCam Signature of Owner: Earl C. Hedgepath

SELECT ITEM BELOW TO BE REVIEWED BY PLANNING COMMISSION:

**Residential:**

- Sketch Plan: \$100 (34125)
- Site Plan: \$150 (34125)
- Preliminary Plat (Minor Sub – 5 lots or less): \$350 (34125)
- Preliminary Plat (Major Sub – 6 lots or more): \$500 (34125)
- Final Plat (Minor Sub – 5 lots or less): \$150 (34125)
- Final Plat (Major Sub – 6 lots or more): \$300 (34125)
- Final Plat Revision (Minor Sub – less than 5 lots): \$350 (34125)
- Final Recorded Plat Revision (Minor Sub – less than 5 lots): \$150 (34125)

**Commercial:**

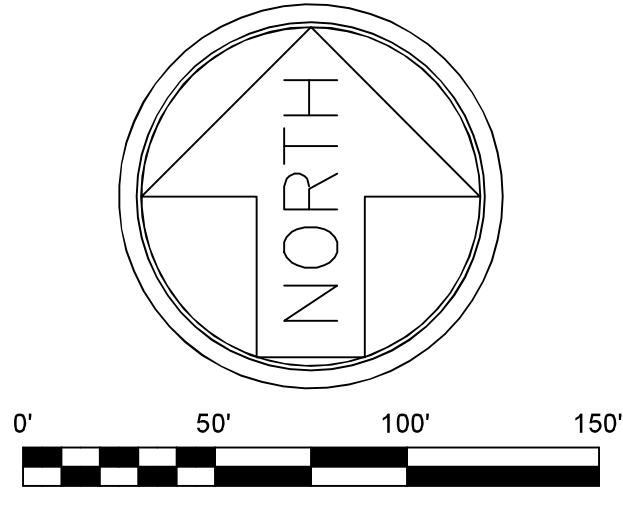
- Concept Site Plan: \$100 (34125)
- Preliminary Plat: \$500 (34125)
- Final Plat: \$300 (34125)
- Final Recorded Plat Revision: \$150 (34125)
- Construction Drawing Review: \$500 (34125)
- Plan Review: \$350 (34125)

**Other:**

- Rezone Request: \$150 (34125)
- Change of Use Request: \$50 (34125)
- Conditional Use Review: \$100 (34125)
- Final Plat Recording Fee: \$50 (34125)

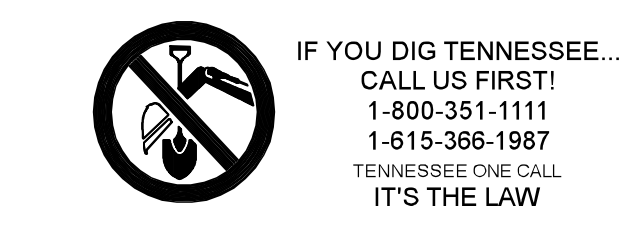
**Design Review Committee Plan review (Commercial Construction):** Pass Thru fee from consultant. All new construction with the exception of single family and duplexes is subject to Design Review Pass Thru, including multi-family and major subdivisions.

**See Reverse Side for FINAL PLAT Requirements**

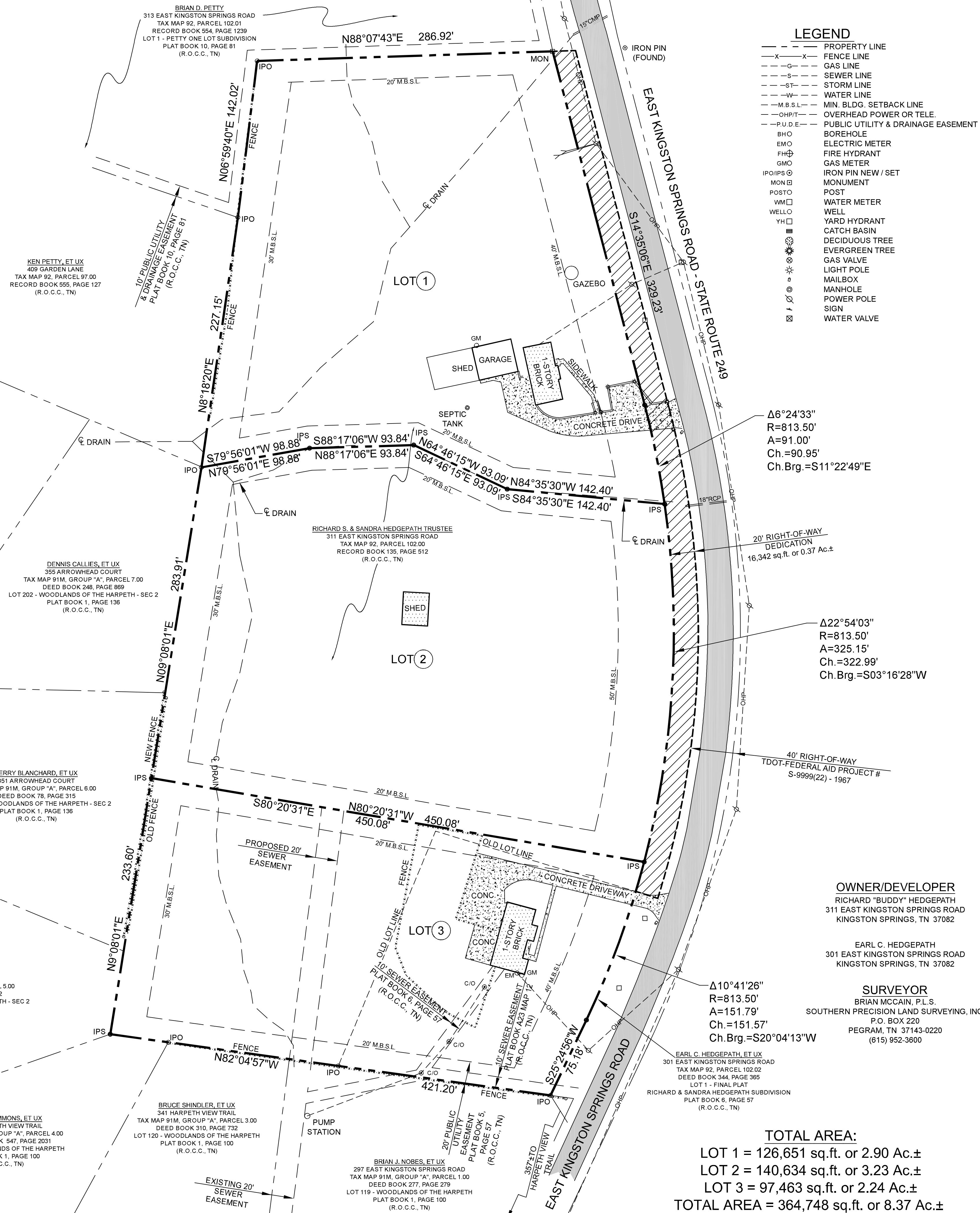


**NOTES:**

- The purpose of this plat is to re-subdivide two existing parcels into three.
- This survey meets the requirements of a "General Property Survey" as per standards of practices, 0820-3-.07(1) adopted by the Board of Examiners for Land Surveyors, State of Tennessee. This survey also meets the requirements of "Maps and Mapping" as per standards of practices, 0820-3-.06 adopted by the Board of Examiners for Land Surveyors, State of Tennessee.
- Bearings are based on the Tennessee State Plane Coordinate System, NAD83 (Horizontal) and NAVD88 (Vertical).
- Distances were measured with E.D.M. equipment and have been corrected for temperature and barometric pressure.
- This survey was made using the latest recorded deeds/plats of record. No title report was furnished this surveyor, therefore, this survey is subject to the findings of a complete title search. The state of facts shown hereon are based on a professional opinion in regards to information obtained during the survey and does not constitute a warranty or guarantee, expressed or implied.
- This property is located in an area designated "Zone X" as per the National Flood Insurance Program, Map No. 47021C0280C, Dated: December 6, 1999 and is not in a flood prone area.
- This surveyor has not physically located the underground utilities. Above grade and underground utilities shown were taken from visible appurtenances at the site, public records and/or maps prepared by others. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities are in the exact location indicated. Therefore, reliance upon the type, size, and location of utilities shown should be done so with this circumstance considered. Detailed verification of existence, location and depth should also be made prior to any decision relative thereto is made. Availability and cost of service should be confirmed with the appropriate utility company. In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act", that anyone who engages in excavation must notify all known underground utility owners, no less than three (3), nor no more than ten (10) working days prior to the date of their intent to excavate and also to avoid any possible hazard or conflict. Tennessee One-call 1-800-351-1111.
- Information shown hereon was derived from random shots, cross sections, and radial shots.
- For: The Hedgepath Family.
- Setbacks: Front = 40' (1 acre) 50' (3 acre) Sides = 20' Rear = 30'
- For location of utilities, please call the local utility provider.
- Current Zoning: R1
- The recording of this plat voids, vacates and supercedes Lot 1 on the plat entitled "Richard & Sandra Hedgepath Subdivision" as of record in Plat Book 6, Page 57-R.O.C.C., TN.

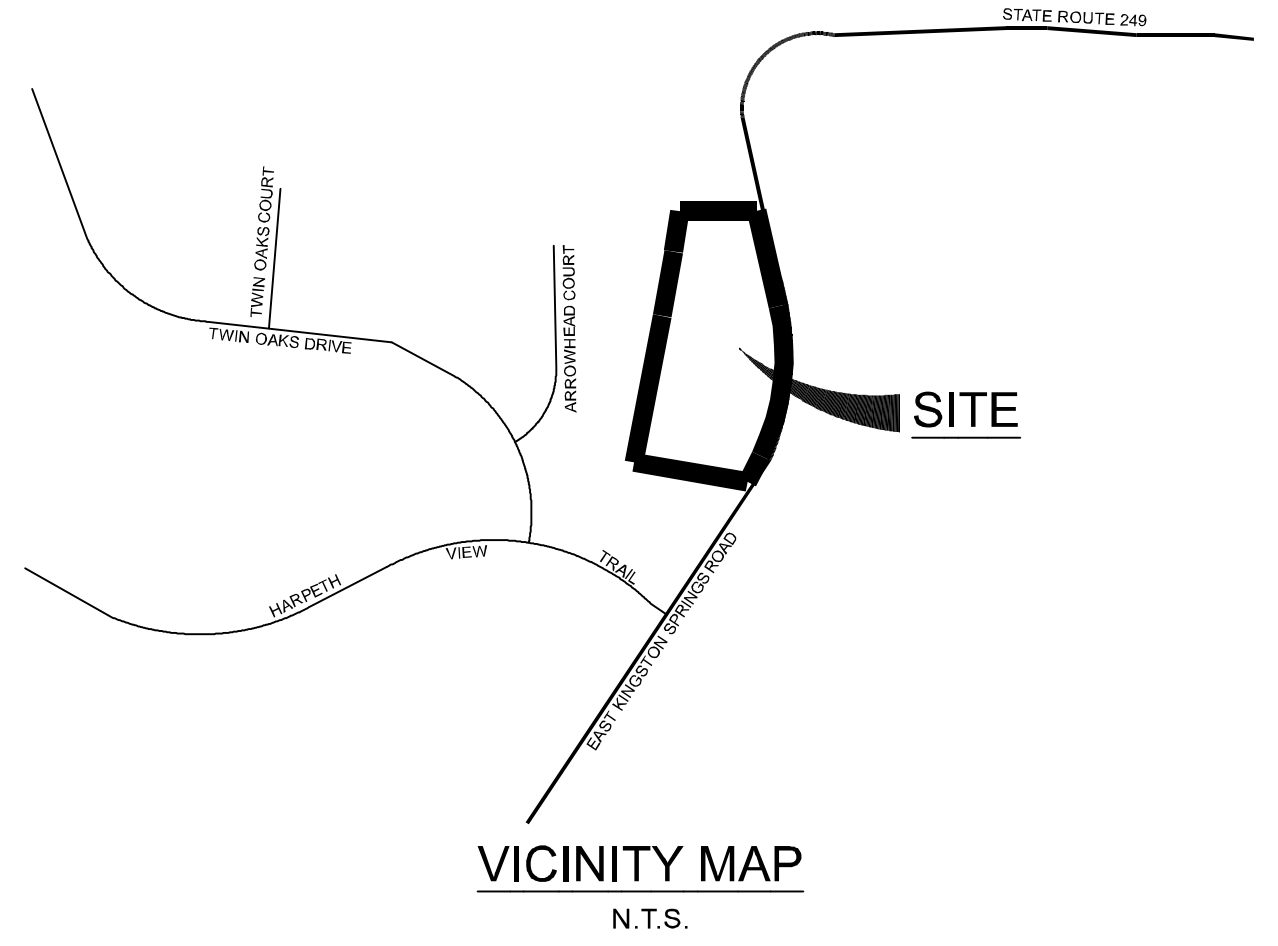


**SOUTHERN PRECISION**  
 LAND SURVEYING, INC.  
 227 MCCAIN DRIVE  
 KINGSTON SPRINGS, TN 37082  
 (615) 772-5481  
 "WELL PUT YOU ON THE MAP"



**LEGEND**

---	PROPERTY LINE
-X-X-	FENCE LINE (FOUND)
-G-G-	GAS LINE
-S-S-	SEWER LINE
-ST-ST-	STORM LINE
-W-W-	WATER LINE
-M.B.S.L.-	MIN. BLDG. SETBACK LINE
-OHP/T-	OVERHEAD POWER OR TELE.
-P.U.D.E.-	PUBLIC UTILITY & DRAINAGE EASEMENT
BHO	BOREHOLE
EMO	ELECTRIC METER
FHD	FIRE HYDRANT
GMO	GAS METER
IPO/IPS	IRON PIN NEW / SET
MON	MONUMENT
POSTO	POST
WM	WATER METER
WELLO	WELL
YH	YARD HYDRANT
CB	CATCH BASIN
DT	DECIDUOUS TREE
ET	EVERGREEN TREE
GV	GAS VALVE
LP	LIGHT POLE
MB	MAILBOX
MH	MANHOLE
PP	POWER POLE
S	SIGN
WV	WATER VALVE



**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN DEED RECORD BOOK 135, PAGE 512 AND IN DEED BOOK 344, PAGE 365 COUNTY REGISTERS OFFICE, AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTIONS AND THAT OFFERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC WAYS, UTILITIES AND OTHER FACILITIES HAVE BEEN FILED.

DATE: \_\_\_\_\_ OWNER \_\_\_\_\_

DATE: \_\_\_\_\_ OWNER \_\_\_\_\_

DATE: \_\_\_\_\_ OWNER \_\_\_\_\_

DATE: \_\_\_\_\_ OWNER \_\_\_\_\_

**CERTIFICATE OF SURVEY ACCURACY**

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS A TRUE AND ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON. THAT THIS IS A CATEGORY "1" LAND SURVEY AS DEFINED IN CHAPTER 0820-3-.05 STANDARDS OF PRACTICE AS ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS AND THAT THE RATIO OF PRECISION IS GREATER THAN OR EQUAL TO 1:10,000 AS SHOWN HEREON.

DATE: \_\_\_\_\_ REGISTERED LAND SURVEYOR #2256 \_\_\_\_\_

**CERTIFICATE OF APPROVAL OF WATER SYSTEM**

I HEREBY CERTIFY THAT THE WATER SYSTEM OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "FINAL PLAT-HEDGEPATH SUBDIVISION" HAS/HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

DATE: \_\_\_\_\_ NAME, TITLE, AND AGENCY OR AUTHORIZED AGENT \_\_\_\_\_

**CERTIFICATE OF APPROVAL OF SEWER SYSTEMS**

I HEREBY CERTIFY THAT THE SEWER SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "CONSOLIDATION PLAT-HEDGEPATH SUBDIVISION" HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS OR A SUFFICIENT BOND OR CASH HAS BEEN FILED WHICH WILL GUARANTEE SAID INSTALLATION.

DATE: \_\_\_\_\_ LOCAL HEALTH AUTHORITY \_\_\_\_\_

**CERTIFICATE OF APPROVAL FOR RECORDING**

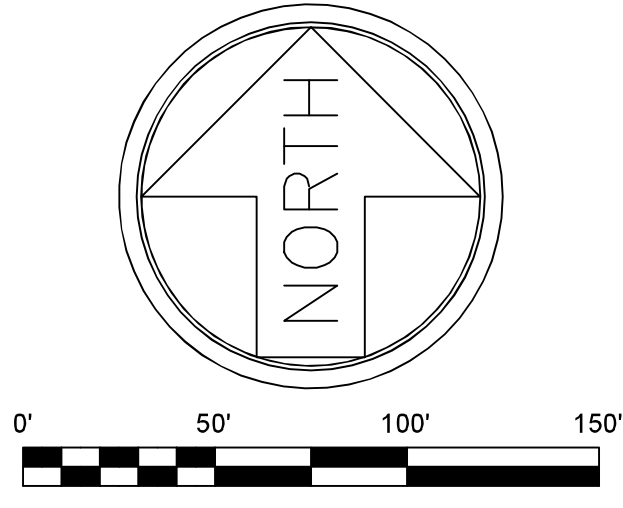
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH KINGSTON SPRINGS, TN. SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.

DATE: \_\_\_\_\_ SECRETARY, PLANNING COMMISSION \_\_\_\_\_

**TOTAL AREA:**  
 LOT 1 = 126,651 sq.ft. or 2.90 Ac.±  
 LOT 2 = 140,634 sq.ft. or 3.23 Ac.±  
 LOT 3 = 97,463 sq.ft. or 2.24 Ac.±  
**TOTAL AREA = 364,748 sq.ft. or 8.37 Ac.±**

**FINAL PLAT**  
**HEDGEPATH SUBDIVISION**  
 KINGSTON SPRINGS, CHEATHAM COUNTY, TENNESSEE  
 SCALE: 1" = 50' DATE: 6/8/22





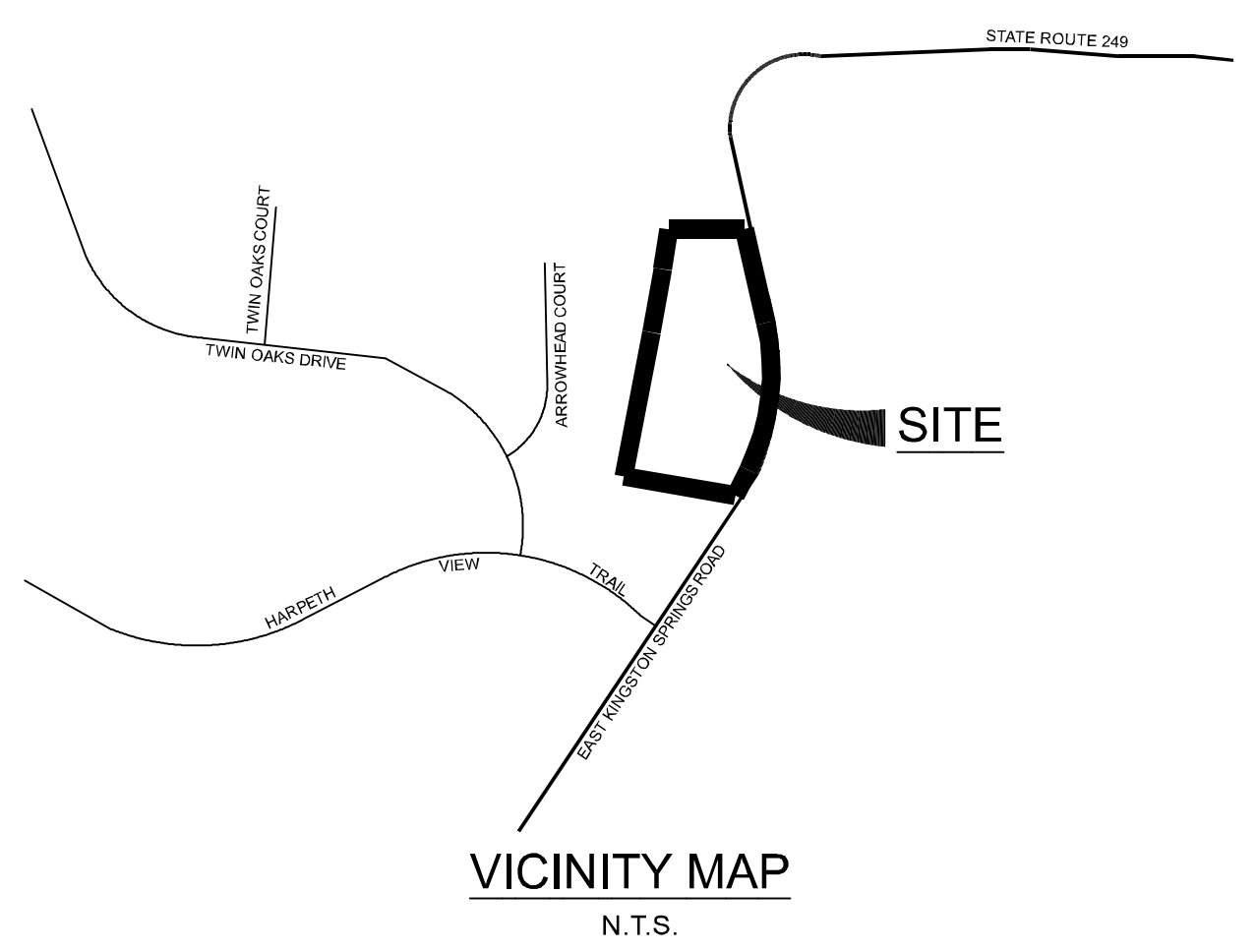
**NOTES:**

- The purpose of this plat is to re-subdivide two existing parcels into three.
- This survey meets the requirements of a "General Property Survey" as per standards of practices, 0820-3-.07(1) adopted by the Board of Examiners for Land Surveyors, State of Tennessee. This survey also meets the requirements of "Maps and Mapping" as per standards of practices, 0820-3-.06 adopted by the Board of Examiners for Land Surveyors, State of Tennessee.
- Bearings are based on the Tennessee State Plane Coordinate System, NAD83 (Horizontal) and NAVD88 (Vertical).
- Distances were measured with E.D.M. equipment and have been corrected for temperature and barometric pressure.
- This survey was made using the latest recorded deeds/plats of record. No title report was furnished this surveyor, therefore, this survey is subject to the findings of a complete title search. The state of facts shown hereon are based on a professional opinion in regards to information obtained during the survey and does not constitute a warranty or guarantee, expressed or implied.
- This property is located in an area designated "Zone X" as per the National Flood Insurance Program, Map No. 47021C0280C, Dated: December 6, 1999 and is not in a flood prone area.
- This surveyor has not physically located the underground utilities. Above grade and underground utilities shown were taken from visible appurtenances at the site, public records and/or maps prepared by others. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities are in the exact location indicated. Therefore, reliance upon the type, size, and location of utilities shown should be done so with this circumstance considered. Detailed verification of existence, location and depth should also be made prior to any decision relative thereto is made. Availability and cost. of service should be confirmed with the appropriate utility company. In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act", that anyone who engages in excavation must notify all known underground utility owners, no less than three (3), nor no more than ten (10) working days prior to the date of their intent to excavate and also to avoid any possible hazard or conflict. Tennessee One-call 1-800-351-1111.
- Information shown hereon was derived from random shots, cross sections, and radial shots.
- For: The Hedgepath Family.
- Setbacks: Front = 40' (1 acre) 50' (3 acre) Sides = 20' Rear = 30'
- For location of utilities, please call the local utility provider.
- Current Zoning: R1
- The recording of this plat voids, vacates and supercedes Lot 1 on the plat entitled "Richard & Sandra Hedgepath Subdivision" as of record in Plat Book 6, Page 57-R.O.C.C., TN.

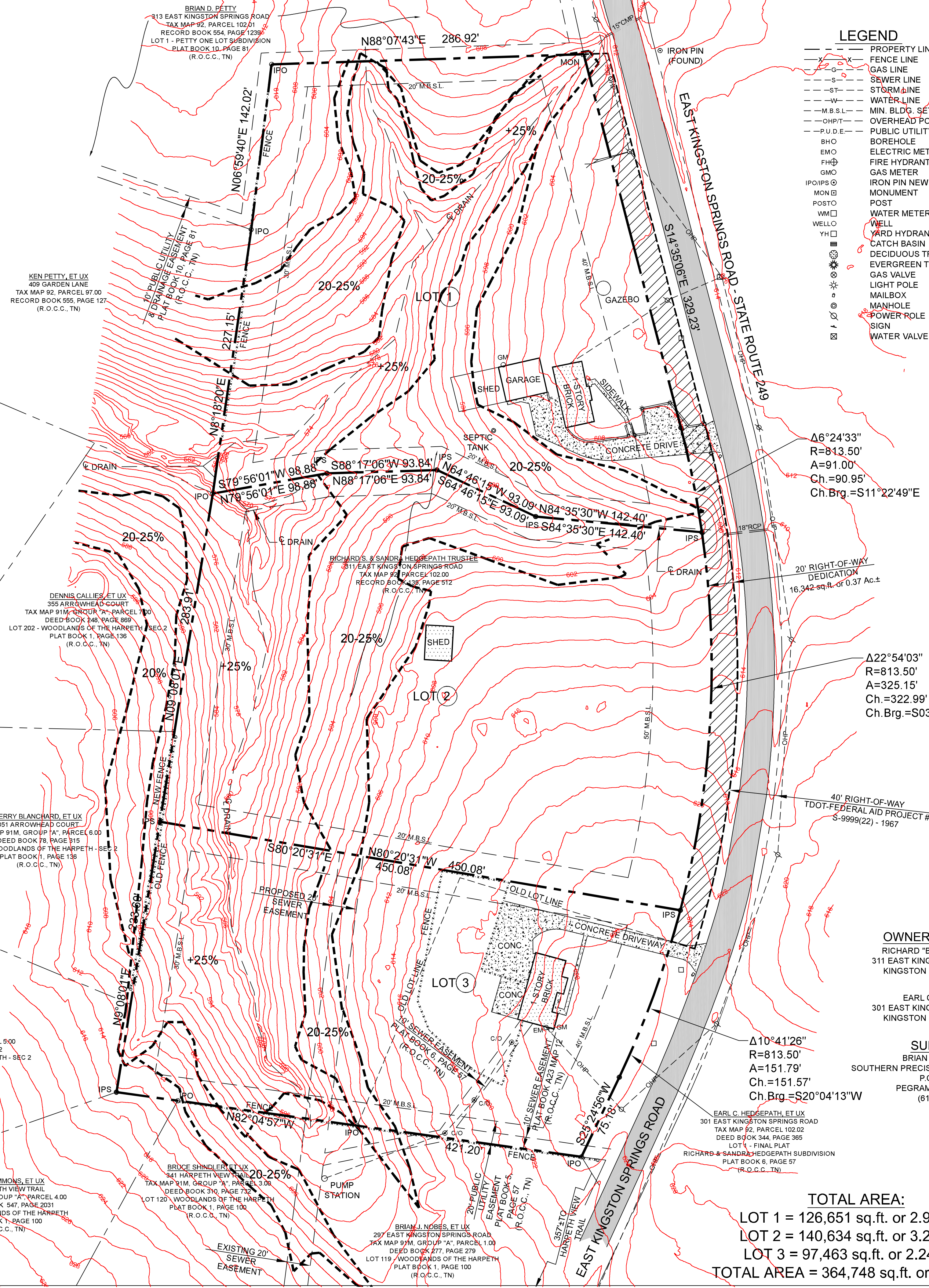


**LEGEND**

---	PROPERTY LINE
---	FENCE LINE (FOUND)
---	GAS LINE
---	SEWER LINE
---	STORM LINE
---	WATER LINE
---	M.B.S.L. MIN. BLDG. SETBACK LINE
---	OHP/IT OVERHEAD POWER OR TELE.
---	P.U.D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
BHO	BOREHOLE
EMO	ELECTRIC METER
FHD	FIRE HYDRANT
GMO	GAS METER
IPO/IPS	IRON PIN NEW / SET
MON	MONUMENT
POSTO	POST
WM	WATER METER
WELL	WELL
YH	YARD HYDRANT
CTB	CATCH BASIN
DT	DECIDUOUS TREE
ET	EVERGREEN TREE
GV	GAS VALVE
LP	LIGHT POLE
MB	MAILBOX
MH	MANHOLE
PR	POWER POLE
SN	SIGN
WV	WATER VALVE



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**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN DEED RECORD BOOK 135, PAGE 512 AND IN DEED BOOK 344, PAGE 365 COUNTY REGISTERS OFFICE, AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND THAT OFFERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC WAYS, UTILITIES AND OTHER FACILITIES HAVE BEEN FILED.

DATE: \_\_\_\_\_ OWNER \_\_\_\_\_

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DATE: \_\_\_\_\_ SECRETARY, PLANNING COMMISSION \_\_\_\_\_

**OWNER/DEVELOPER**  
RICHARD "BUDDY" HEDGEPATH  
311 EAST KINGSTON SPRINGS ROAD  
KINGSTON SPRINGS, TN 37082

EARL C. HEDGEPATH  
301 EAST KINGSTON SPRINGS ROAD  
KINGSTON SPRINGS, TN 37082

**SURVEYOR**  
BRIAN MCCAIN, P.L.S.  
SOUTHERN PRECISION LAND SURVEYING, INC.  
P.O. BOX 220  
PEGRAM, TN 37143-0220  
(615) 952-3600

**TOTAL AREA:**  
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**HEDGEPATH SUBDIVISION**  
KINGSTON SPRINGS, CHEATHAM COUNTY, TENNESSEE  
SCALE: 1" = 50' DATE: 6/8/22

**SOUTHERN PRECISION**  
LAND SURVEYING, INC.  
227 MCCAIN DRIVE  
KINGSTON SPRINGS, TN 37082  
(615) 772-5481  
"WELL PUT YOU ON THE MAP"

IF YOU DIG TENNESSEE...  
CALL US FIRST!  
1-800-351-1111  
1-615-366-1987  
TENNESSEE ONE CALL  
IT'S THE LAW